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VISA Credit Card Agreement

In this Agreement the words "You" and "Your" mean each and all of those who agree to be bound by this Agreement; "Card" means a VISA® Credit Card and any duplicates, renewals, or substitutions the Credit Union issues to you; "Account" means your VISA® Credit Card line of credit account with the Credit Union, and "Credit Union", means the Credit Union whose name appears on this Agreement or anyone whom the Credit Union transfers this Agreement.

1. Using Your Account. If you are approved for an Account, the Credit Union will establish a line of credit for you and notify you of your credit limit. You agree that your credit limit is the maximum amount (purchases, cash advances, finance charges, plus "other charges") that you will have outstanding on your Account at any time. Unless disclosed otherwise, the Credit Union will not allow advances over the credit limit. Each payment you make to your Account will restore your credit limit by the part of that payment which is applied to principal, unless you are over your credit limit. If you are over your credit limit, you must pay the amount you are over before payments will begin to restore your credit limit. You may request an increase in your credit limit only by a method acceptable to the Credit Union. If you have not used your Account for 18 months we reserve the right to not reissue your VISA® Credit Card(s) as of the expiration date and to cancel your Account. If you have not activated your VISA® Credit Card(s) we reserve the right to not reissue your VISA® Credit Card(s) as of the expiration date. The Credit Union has the right to reduce your credit limit, refuse to make an advance and/or terminate your Account at any time for any reason not prohibited by law.

2. Using the VISA® Card. By activating and using your VISA® Credit Card you agree to be bound by the terms and conditions of this agreement and opening disclosure. You may use your Card to make purchases from merchants and others who accept VISA® Cards. In addition, you may obtain cash advances from the Credit Union and from other financial institutions that accept VISA® Cards, and from some automated teller machines (ATMs), such as the VISA® ATM Network, that accept VISA® Cards. (Not all ATMs accept VISA® Cards.) To obtain cash advances from an ATM, you must use the Personal Identification Number (PIN) that is issued to you for use with your card. You agree not to make or permit to be made any illegal transactions on your Account through the use of a Card, a Check or in any other manner. We may deny authorization for any internet gambling transactions.

3. Responsibility. You agree to pay all charges (purchases, cash advances, balance transfers or any other charge) to your Account that are made by you or anyone whom you authorize to use your Account. You agree not to authorize anyone to use your Account without the prior written consent of the Credit Union. You also agree to pay all finance charges and other charges added to your Account under the terms of this Agreement or another agreement you made with the Credit Union. If this is a joint Account, Section 19 also applies to your Account. Your obligation to pay all such debts and finance charge thereon continues even though an agreement, divorce decree or other court judgment to which we are not a party may direct that only one of you, or some person other than you (or both of you), must pay such debts and finance charge.

4. Default. You will be in default if you fail to make any less than your minimum payment or other required payment by the date that it is due. You will be in default if you break any promise you make under this Agreement. You will be in default if you die, file for bankruptcy or become insolvent that is unable to pay your obligations when they become due. You will be in default if you make any false or misleading statements in any credit application or credit update. You will also be in default if something happens that the Credit Union believes may substantially reduce your ability to repay what you owe.

When you are in default, the Credit Union has the right to demand immediate payment of your full account balance without giving you notice. If immediate payment is demanded, you agree to continue paying finance charges, until what you owe has been paid, and any shares that were given as security for your account may be applied towards what you owe. You also agree that, in case of default, you will pay all usual and customary costs of collection permitted by law.

5. Liability for Unauthorized Use-Lost/Stolen Card Notification. You may be liable for the unauthorized use of your Card. You will not be liable for unauthorized use that occurs after you notify the Credit Union, orally or in writing, of the loss, theft, or possible unauthorized use. You will have no liability for unauthorized purchases made with your credit card, unless you are grossly negligent or fraudulent in the handling of your card. In any case, your liability will not exceed \$50. You can notify Card Services by calling (800) 325-3678, or writing to 1935 Fred W Moore Hwy, Saint Clair, MI 48079.

6. Security Interest. *The granting of a security interest in your shares and deposits with us is a condition for your credit card account. By signing your card, you grant us a consensual security interest in all individual and joint accounts you have with us now and in the future to secure all advances made under your credit card agreement. We may, but do not have to, allow you to withdraw a portion of your shares or deposits without affecting that security interest. If a specific dollar amount has been pledged, the Credit Union will freeze shares in that account to the extent of the specified pledge. Shares in an Individual Retirement Account and any other account that would lose special tax treatment under state and federal law if given as security are not subject to the security interest you have given in your share.*

7. Cross-Collateral Clause. Collateral securing other loans with us may also secure your account under this agreement. You understand and agree that the personal property security for each loan you have with us (and any and all proceeds thereof), if any, shall secure this credit card account and any and all other loans, line of credit accounts, and credit card accounts you now have with us or obtain in the future with us. In addition, any personal property (and any proceeds thereof and all insurance proceeds and insurance premium refunds) securing other loans, line of credit accounts and credit card accounts you now have with us or obtain in the future will also secure all funds advanced by you under this credit card account. This shall not apply to any loan, line of credit agreement, or credit card agreement secured by real property or where otherwise prohibited by federal or state law or regulation.

8. Periodic Rates. The periodic rates applicable to purchases, cash advances, and balance transfers are disclosed on the Account-Opening Disclosure that accompanies this Agreement.

9. Finance Charges.

Credit Purchases of Goods and Services: To avoid incurring an additional finance charge on the balance of purchases reflected on your monthly statement and on any new purchases appearing on your next monthly statement, you must pay the New Balance shown on your monthly statement on or before the Payment Due Date. The grace period for the New Balance of purchases extends to the Payment Due Date (which will not be less than 25 days from the statement date). If you do not pay in full the new Balance shown on the statement by the Payment Due Date, all new purchases will accrue finance charges at the daily periodic rate from the date of purchase until the closing date of the billing cycle.

Cash Advances and Balance Transfers: The finance charge on cash advances and balance transfers begins from the date you obtained the cash advance/balance transfer, or the first day of the billing cycle in which it is posted to your account, whichever is later. There is no grace period.

Average Daily Balance Computation Method: Calculate the Finance Charge for a billing cycle by applying the monthly Periodic Rate to the "average daily balance" of your account (including new purchases). To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances or balance transfers, and subtract any payments, credits, non-accruing fees, and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "Average Daily Balance."

10. Payments. Each month you must pay at least the minimum payment shown on your statement by the date specified on the statement or no later than 25 days from the statement closing date, whichever is later. If your statement says the payment is "Now Due," your payment is due no later than 25 days from the statement closing date. You may pay more frequently, pay more than the minimum payment or pay the Total New Balance in full. If you make extra payments or larger payments, you are still required to make at least the minimum payment each month your Account has a balance (other than a credit balance). The minimum payment is 2% of your Total New Balance, but not less than \$25.00, plus the amount of any prior minimum payments that you have not made, and any amount you are over your credit limit. The Credit Union also has the right to demand immediate payment of any amount by which you are over your credit limit. **MINIMUM PAYMENT WARNING: If you make only the minimum payment each period, you will pay more in interest and it will take you long to pay off your balance.** If you would like information about credit counseling services, call (866)791-4360.

11. Payment Allocation. Subject to applicable law, your payments may be applied to what you owe the Credit Union in any manner the Credit Union chooses. However, in the event you make a payment in excess of the required minimum periodic payment, the Credit Union will allocate the excess amount first to the balance with the highest annual percentage rate and any remaining portion to the other balances in descending order based on applicable annual percentage rate.

12. Foreign Transactions. Purchases and cash advances made in foreign countries and currencies will be billed to you in U.S. dollars. A 1% International Transaction Fee will be assessed on all transactions where the merchant country differs from the country of the card issuer. The converted transaction amount will be shown separately from the International Transaction Fee on your billing statement. This fee will be assessed on all international purchases, credit vouchers, and cash disbursements. The exchange rate for transactions in a foreign currency will be a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives, or the government mandated rate in effect for the applicable central processing date plus the 1% International Transaction Fee.

13. Periodic Review. A periodic review of credit card accounts is performed to determine the continued probability of repayment. We also rely on information requested and received from credit reporting bureaus and agencies regarding the handling of your credit-related accounts with other financial institutions for this same purpose. If, in our opinion, we believe that your credit history has significantly deteriorated since your new or reissued VISA Credit Card was provided to you, we reserve the right to close your VISA Credit Card Account and to prohibit further advances. Deterioration in your credit history can result from late payments; collections, liens or exceeding established credit limits.

14. Other Charges. The following other charges (fees) will be added to your Account, and you agree to pay them, as applicable:

Cash Advance and Balance Transfer Fee: You will be charged a fee of 1% of each cash advance and balance transfer made by you. This fee will not be less than \$5.00 or more than \$50.00 on any cash advance transaction. This fee may be charged in addition to any foreign transaction fee.

Late Fee: A late charge of \$25.00 will be added to your account if the Monthly Payment is received more than ten (10) days after the Payment Due Date.

Return Payment Fee: Non-Sufficient Funds check payment fee: \$25.00 for each returned check.

Document Copy Fee: You will be charged \$15.00 for each copy of a sales draft or statement that you request unless such a request is made in connection with a billing error.

Statement Copy Fee: \$5.00.

Card Replacement Fee: You will be charged \$15.00 for each replacement card, other than replacement cards issued for expiring cards.

PIN Replacement Fee: You will be charged a \$15.00 for each replacement PIN issued to you.

Emergency Card Replacement Fee: \$30.00.

Temporary Line of Credit Increase: You will be charged a \$15.00 fee for any application to temporarily increase your line of credit.

Card Recovery Fee: \$50.00.

15. Changing or Terminating Your Account. The Credit Union may change the terms of this Agreement from time to time. Notice of any change will be given in accordance with applicable law. Use of your Card after receiving notice of a change will indicate your agreement to the change.

If permitted by law and specified in the notice to you, the change will apply to your existing Account balance as well as to future transactions.

Either you or the Credit Union may terminate this agreement at any time, but termination by you or the Credit Union will not affect your obligation to pay the Account balance plus any finance and other charges you owe under this Agreement. You are also responsible for all transactions made to your Account after termination, unless the transactions were unauthorized.

The Card or Cards you receive remain the property of the Credit Union and you must recover and surrender to the Credit Union all Cards upon request or upon termination of this Agreement whether by you or the Credit Union. The credit Union has the right to require you to pay your full Account balance at any time after your Account is terminated, whether it is terminated by you or the Credit Union. If this is a joint Account, Section 17 of this Agreement also applies to termination of the Account.

15. Credit Information. You authorize the Credit Union to investigate your credit standing when opening or reviewing your Account. You authorize the Credit Union to disclose information regarding your Account to credit bureaus and creditors who inquire about your credit standing. You authorize the Credit Union to obtain additional credit reports from time to time to increase your credit line.

16. Returns and Adjustments. Merchants and others who honor your Card may give credit for returns or adjustments, and they will do so by sending the Credit Union a credit slip, which will be posted to your Account. If your credits and payments exceed what you owe the Credit Union, the amount will be applied against future purchases and cash advances. If the credit balance amount is \$1 or more, it will be refunded upon your written request or automatically after six months.

17. Additional Benefits/Card Enhancements. The Credit Union may from time to time offer additional services to your Account, such as travel accident insurance, at no additional cost to you. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

18. Merchant Disputes. The Credit Union is not responsible for the refusal of any merchant or financial institution to honor your Card. The Credit Union is subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the Card if you have made a good faith attempt but have been unable to obtain satisfaction from the merchant or service provider (unless a local law states that you do not have to make such an attempt), and (a) your purchase was made in response to an advertisement the Credit Union sent or participated in sending to you; or (b) your purchase cost more than \$50 and was made in your state or within 100 miles of your home.

19. Joint Accounts. If this is a joint Account, each person on the Account must sign the agreement. Each of you will be individually and jointly responsible for paying all amounts owed under this Agreement. This means that the Credit Union can require any one of you individually to repay the entire amount owed under this Agreement. Each of you authorizes the other(s) to make purchases or cash advances individually. Any one of you may terminate the Account and the termination will be effective as to all of you.

20. Effect of Agreement. This Agreement is the contract, which applies to all transactions on your Account even though the sales, cash advances, balance transfers; credit or other slips you sign or receive may contain different terms.

21. No Waiver. The Credit Union can delay enforcing any of its rights any number of times without losing them.

22. Statement and Notices. Statements and notices will be mailed to you at the most recent address you have given the Credit Union. Notice sent to any one of you will be considered notice to all.

23. Copy Received. You acknowledge that you have received a copy of this Agreement.

24. Gambling Transactions Prohibited: You may not use your card to initiate any type of gambling transaction.

25. Signatures. By signing in the Signature area of the application form you agree to the terms of this Agreement. You agree retain this Agreement for your records.

YOUR BILLING RIGHTS: Keep This Document For Future Use

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:

Riverview Community Federal Credit Union
1935 Fred W Moore Hwy
Saint Clair, MI 48079

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Riverview Community Federal Credit Union
1935 Fred W Moore Hwy
Saint Clair, MI 48079

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

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